

AG Contract No. KR97 2399TRN  
ADOT ECS File No. JPA 97-202  
Project: 95MO182 H5409 01C  
Section: SR-95 @ Swanson Avenue  
Drainage Channel

INTERGOVERNMENTAL AGREEMENT  
BETWEEN

THE STATE OF ARIZONA  
AND  
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 6 July 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as  
amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF LAKE HAVASU  
CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401(B) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct a 20 foot extension of the box culvert at the intersection of SR-95 and Swanson Avenue in the City, which will require the installation and eventual removal of a temporary pump station, at a currently estimated cost of \$110,000.00, all at State expense, hereinafter referred to as the Project, and the abandonment of the drainage easement as shown on Exhibit A which is attached hereto and made a part hereof, and the transfer of the maintenance responsibility of the drainage channel from the State to the City.

THEREFORE, in consideration of the mutual agreements expressed herein,  
it is agreed as follows:  
=====

NO 23358  
Filed with the Secretary of State  
Date Filed: 07/06/99

Betty Bayless  
Secretary of State

By Nicky J. Greenwood

## II. SCOPE

### 1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation.

c. Invoice the State for the reasonable direct actual total cost of the Project, with no profit or fee, in an amount currently estimated at \$110,000.00.

d. Upon completion of the Project improvements and expenditure of funds, and upon approval of and by resolution of the City Council, accept the drainage easement and maintenance responsibility for the drainage channel, and be responsible for the scour protection of the 36" diameter R.C.P. down-stream of the apron's cutoff wall.

e. If applicable, waive the requirements of Arizona Revised Statute 28-7209 (formerly ARS 28-106).

### 2. The State will:

a. Review the design documents and provide comments.

b. Pay the City for the reasonable direct actual total cost of the Project, in an amount currently estimated at \$110,000.00, with thirty (30) days after receipt and approval of an invoice.

c. Upon completion of the project improvements, and upon approval of and by resolution of the Transportation Board, abandon the drainage easement and maintenance responsibility for the drainage channel from the State to the City.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and transfer of jurisdiction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Lake Havasu  
City Manager  
1795 Civic Center Blvd.  
Lake Havasu City, AZ 86403

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF LAKE HAVASU

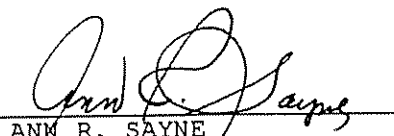
STATE OF ARIZONA

Department of Transportation

By   
BRUCE WILLIAMS  
City Manager

By   
WILLIAM J. HIGGINS  
Deputy State Engineer


ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 20th day of November 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Lake Havasu for the purpose of defining responsibilities for the design, construction and maintenance and subsequent abandonment of a drainage box culvert and easement on SR-95 at Swanson Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

RESOLUTION NO. 99- 1394

A RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, MOHAVE  
COUNTY, ARIZONA, AUTHORIZING THE  
CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ARIZONA (ADOT)  
FOR CONSTRUCTION OF AN EXTENSION OF THE  
SWANSON AVENUE BOX CULVERT

WHEREAS, the Arizona Department of Transportation has agreed that the box culvert at the intersection of SR95 and Swanson Avenue needs to be extended away from the roadway for safety reasons, and will pay for the construction costs of this extension; and


WHEREAS, Lake Havasu City has agreed to provide design and construction management for the construction of the box culvert extension in exchange for the State funding of the project;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve this intergovernmental agreement for the intent and purpose stated above, and authorize the City Manager to execute said agreement with the State of Arizona (ADOT) relating to the construction of an extension of the Swanson Avenue box culvert.

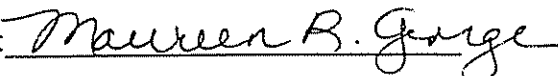
PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 9th day of March, 1999.

  
Melanie Grinstead-Hanak, Mayor

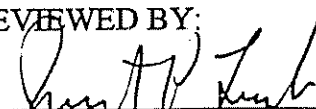
ATTEST:

  
Ann R. Sayne, City Clerk

APPROVED AS TO FORM:

BY: 

REVIEWED BY:

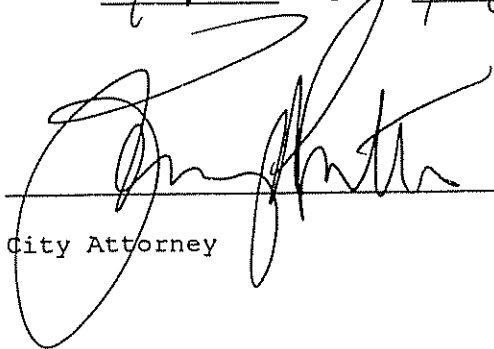
  
Kevin P. Murphy, Public Works Director  
for

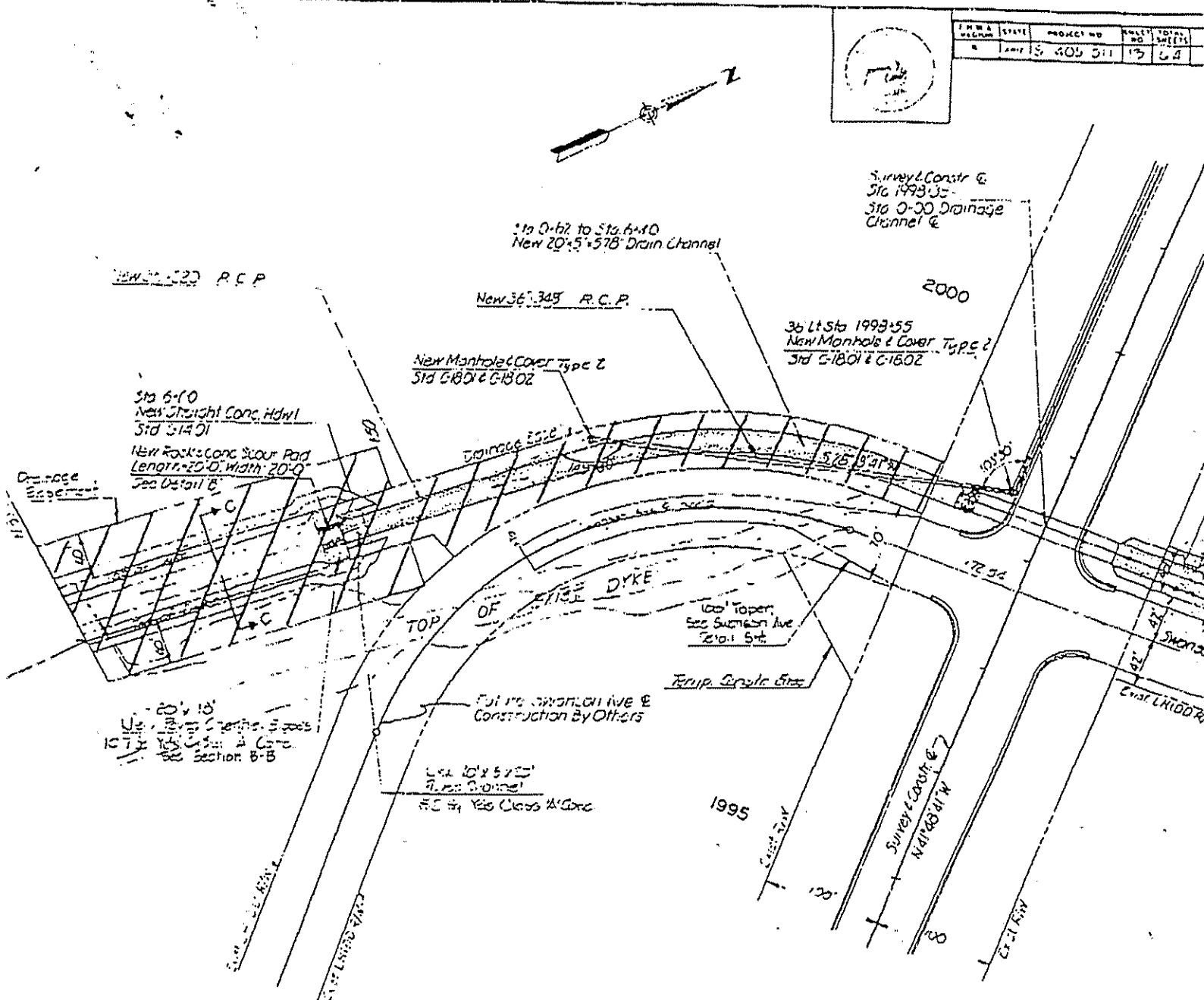
APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17<sup>th</sup> day of February, 1997.

*AKH*

  
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City Attorney



SWANSON DRAINAGE DETAIL SHEET

SECRET



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-2399TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 30, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/19820

Enc.